

1 BILL NO. S-87-06- 4

2 SPECIAL ORDINANCE NO. S- 177-87

3 AN ORDINANCE approving the Contract
4 for Res. 6097-87 - Westmoor Extended,
5 Bond Issue I, between the Hipkind
6 Concrete Corporation and the City
of Fort Wayne, Indiana, in connection
with the Board of Public Works
and Safety.

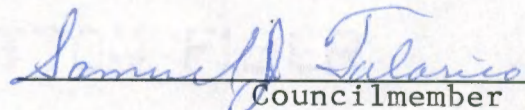
7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
8 OF THE CITY OF FORT WAYNE, INDIANA:

9 SECTION 1. That the Contract for Res. 6097-87 - Westmoor
10 Extended, Bond Issue I, by and between the Hipkind Concrete
11 Corporation and the City of Fort Wayne, Indiana, in connection
12 with the Board of Public Works and Safety, for:

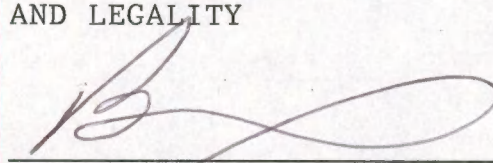
13 the following: Crandon Lane from
14 Glendale Drive to Melbourne Court,
15 Melbourne Ct. from Crandon to Kenton
Lane & Kenton Lane from Melbourne
16 Ct. to Edenton Drive with new curbs,
improved surface drainage and re-
17 surfacing (Westmoor Extended Ad-
dition);

18 the Contract price is One Hundred Thousand One Hundred and No/100
19 Dollars (\$100,100.00), all as more particularly set forth in
20 said Contract, which is on file in the Office of the Board of
21 Public Works and Safety and, is by reference incorporated herein,
22 made a part hereof, and is hereby in all things ratified, confirmed
23 and approved. Two (2) copies of said Contract are on file with
24 the Office of the City Clerk and made available for public inspection
25 according to law.

26 SECTION 2. That this Ordinance shall be in full force
27 and effect from and after its passage and any and all necessary
28 approval by the Mayor.

29
30 
Councilmember

31 APPROVED AS TO FORM
32 AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Jalauis
seconded by Jalauis, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the Ci
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Way
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E.

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Jalauis
seconded by Jalauis, and duly adopted, placed on its
passage. PASSED (Lost) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
<u>BRADBURY</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>EISBART</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>GiaQUINTA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HENRY</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>REDD</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 7-14-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (~~APPROPRIATION~~) (~~GENERAL~~)
(~~SPECIAL~~) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-177-87
on the 14th day of July, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 15th day of July, 1987,
at the hour of 11:30 o'clock .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of July,
1987, at the hour of 9:00 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

NOTICE OF AWARD

TO: Wayne Asphalt & Const. Co.
6600 Ardmore
Ft. Wayne, IN 46809

PROJECT DESCRIPTION Resolution 6097-87 - Westmoor Extended
Bond Issue Phase I

The OWNER has considered the BID submitted by you for the above-described WORK, in response to its advertisement for bids dated _____

You are hereby notified that your BID has been accepted for items in the amount of \$ 204,733.66 Base, & 8,500.00 Alt., Totaling \$213,233.66.

You are required to furnish Contractor's Performance and Guaranty Bond, Payment Bond and Certificate of Insurance within ten (10) calendar days from the date of this Notice to you.

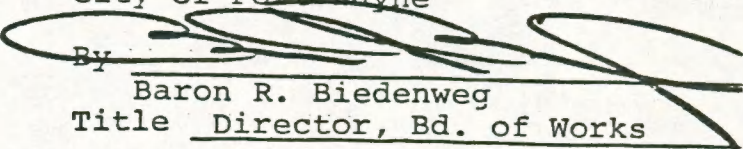
If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 10th day of June, 1987.


Contract Compliance

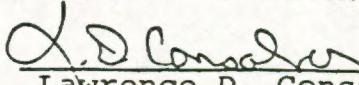
OWNER
City of Fort Wayne

By 
Baron R. Biedenweg
Title Director, Bd. of Works

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

Cosette R. Simon, Member


Lawrence D. Consalvos, Member

Title _____

City of Fort Wayne, Mayor

cc: Street Eng.
Jess Yoder
Bob Ebert

MEMORANDUM

TO: Board of Works & Safety

FROM: Mel Salyer, Assistant Chief Street Engineer

SUBJECT: Resolution No. 6097-87 Westmoor Extended
W.O.#10,623 Funded: Bond Issue Phase I

DATE: June 8, 1987

Attached please find the Bid Analysis Sheet on the subject project. As you can see, Wayne Asphalt & Construction Co. submitted the lowest base bid in the amount of \$204,733.66 which is 16.40% UNDER the engineer's estimate. For Alternate I Wayne Asphalt & Construction Co. submitted the lowest bid in the amount of \$8,500.00 which is 15.00% over the engineer's estimate.

Street Engineering Dept. recommends contract should be awarded to Wayne Asphalt & Construction Co. for Base and Alternate I bid. We are attaching the successful bid packet by Wayne Asphalt.

Also attached are the other unsuccessful bid packets for your files. Please return a copy of the successful bid back to Street Engineering Dept. after awarding the contract for our files.



Mel Salyer
Assistant Chief Street Engineer

cc: Carl O'Neal
Jess Yoder
Compliance Office

Attachments

zk/

B I D

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ: WESTMOOR EXTENDED - BASE BID

RES. NO: 6097-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Concrete Removal	1540	S.Y.	4.50	6,930.00
2.	Curb Removal	3770	L.F.	2.25	8,482.50
3.	Common Excavation	380	C.Y.	3.00	1,140.00
4.	Crack & Seal	4800	S.Y.	.95	4,560.00
5.	6" Sub-Surface Drainage	4391	L.F.	6.30	27,663.30
6.	Type II-B Curb	4344	L.F.	10.00	43,440.00
7.	6" Concrete Drive	700	S.Y.	25.00	17,500.00
8.	Borrow	3283	TON	4.10	13,460.30
9.	Top Soil	655	TON	7.00	4,585.00
10.	Fine Grade, Seed, Fert. & Mulch	5000	S.Y.	.50	2,500.00
11.	#53 Base HAC	1460	TON	20.78	30,338.80
12.	#11 Binder HAC	402	TON	23.28	9,358.56
13.	#A-2 Surface HAC	352	TON	27.60	9,715.20
14.	#53 Crushed Stone	700	TON	8.50	5,950.00
15.	Type I-C Inlets	13	EA	530.00	6,890.00
16.	2" PVC Conduit	170	L.F.	3.50	595.00
17.	Adjust Casting	9	EA	200.00	1,800.00
18.	Water Valve Adjust	3	EA	100.00	300.00
19.	Class IV 12" Conc. Pipe	250	L.F.	24.00	6,000.00
20.	Remove Inlets	13	EA	125.00	1,625.00
21.	Type I-F Inlet	2	EA	525.00	1,050.00
22.	Type I-C Manhole	1	EA	850.00	850.00

TOTAL:

\$204,733.66 ✓

SHEET 1 OF 2

Note: Contractor will be paid on measured quantities only at unit price bid

version 1: 5/1/85

B I D

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

PROJ: WESTMOOR EXTENDED - ALTERNATE I

RES. NO: 6097-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1.	Type I-A Manhole	1	EA	850.00	850.00
2.	Class IV 24" Concrete Pipe	170	L.F.	45.00	7,650.00

TOTAL:

\$8,500.00 ✓

SHEET 2 OF 2

Note: Contractor will be paid on measured quantities only at unit price bid

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____ day of _____ 19____.

FIRM NAME _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 3rd day of June, 1987.

WAYNE ASPHALT & CONST. CO., INC.

NAME OF CORPORATION

BY: Craig A. Moyer
PRESIDENT Craig A. Moyer

ADDRESS: 6600 Ardmore Ave.

Fort Wayne, In. 46809

TELEPHONE: 219-747-7531

ATTEST:

Virgil E. Walters
Virgil E. Walters

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for \$_____

being 5 % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if _____

BIDDER

shall not within 10 days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a Performance Bond, for the full amount of the Contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five (5%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the Contract for said work, and, if _____

WAYNE ASPHALT & CONST. CO., INC.

BIDDER

shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers ~~and~~ Craig A. Moyer, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

WAYNE ASPHALT & CONST. CO., INC.

Craig A. Moyer

Craig A. Moyer, President

Subscribed and sworn to before me by Craig A. Moyer

this 3rd day of June, 1987.

My Commission Expires:

April 5, 1991

Jane M. Bowers

Jane M. Bowers
NOTARY PUBLIC

Resident of Allen County, IN

Subscribed and sworn to before me by

this ____ of ____, 19__.

My Commission Expires:

NOTARY PUBLIC

Resident of ____ County, IN

Subscribed and sworn to before me by

this ____ day of ____, 19__.

My Commission Expires:

NOTARY PUBLIC

Resident of ____ County, IN

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).
- For MBE specify percentage of minority ownership ____%.
- For WBE specify percentage of women ownership ____%.
- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.
- The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) ____% participation (costs) in this project.
- Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)
- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Fox Contractors Corp.	5430 Ferguson Rd.	Sewer
2.	Fort Wayne, In.	
3.	46809	

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. Statewide Trucking	7432 Lwr. Huntington Rd.	Hauling
2.	Fort Wayne, In.	46809
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(Attach additional sheets as necessary.)

Contractor WAYNE ASPHALT & CONST. CO., INC. Contractor _____

By Craig A. Moyer

By _____

Its Craig A. Moyer, President

Its _____

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

_____.

(Attach additional sheets, if necessary.)

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

By: _____

Craig A. Moyer

Its: Craig A. Moyer, President _____

It is the policy of WAYNE ASPHALT & CONST. CO., INC. that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy WAYNE ASPHALT & CONST. CO., INC. will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The WAYNE ASPHALT & CONST. CO., INC. will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

WAYNE ASPHALT & CONST. CO., INC.
(Name of Company)

Craig A. Moyer
(Signature of Company official)
Craig A. Moyer, President

June 3, 1987

(Date)

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME

TELEPHONE NUMBER

Craig A. Moyer

747-7531

Virg Walters

747-7531

Dennis Hipkind

436-1611

WAYNE ASPHALT & CONST. CO., INC.
Contractor

Resolution No. 6097-87

UNITED STATES FIDELITY AND GUARANTY COMPANY



BID BOND

BOND NUMBER

KNOW ALL MEN BY THESE PRESENTS:

THAT WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

of Fort Wayne, Indiana

....., as Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....

Board of Public Works and Safety, City of Fort Wayne

as Obligee, in the full and just sum of.....

Five Per Cent (5%) of Maximum Bid----- Dollars,

lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Res. 6097-87; Westmoor Extended

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... June 3, 1987
(Date)

Jane M. Bowers

YASTE, ZENT & RYE AGENCY, INC.

Carol J. Bowers

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC. (SEAL)

BY: Craig A. Meyer (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

John J. Pihl

Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No.....97796.....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of the City of Fort Wayne, State of Indiana,
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXXX~~ anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 27th day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By...W. Bradley Wallace
Vice-President.

(SEAL) (Signed) ...John A. Umberger
Assistant Secretary.

STATE OF MARYLAND, }
BALTIMORE CITY, } ss:

On this 27th day of November, A. D. 1985, before me personally came W. Bradley Wallace, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John A. Umberger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said W. Bradley Wallace and John A. Umberger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND, }
BALTIMORE CITY, } Sect.

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 27th day of November, A. D. 1985

(SEAL) (Signed) Sandra E. Banks
Clerk of the Circuit Court for Baltimore City.

INSTRUCTIONS TO BIDDERS
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

MAY 15, 19 87
Non-Federally Funded Construction

1. SUBMISSION OF BIDS. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 3rd day of JUNE 19 87, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

RESOLUTION NO. 6097-87 WESTMOOR EXTENDED

Crandon Lane from Glendale Drive to Melbourne Court, Melbourne Ct. from Crandon to Kenton Lane and Kenton Lane from Melbourne Ct. to Edenton Drive - New Curbs, Improved Surface Drainage and Resurfacing
(SEE ATTACHED COPY OF RESOLUTION)

2. INCLUSION OF CLAUSES. If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark () or an "X." Any questions as to whether a clause is included or not, should be referred to the Board.

3. QUESTIONS AS TO BID DOCUMENT. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the appropriate Engineering Department. If the information requested or change made is substantive, the Board will issue an amendment to the solicitation and will send such amendment to all potential bidders, who have procured bid documents. The Board and the City will not be responsible for any oral instructions.

4. AWARD OF CONTRACT (TIMELINESS, RESPONSIVENESS, AND, RESPONSIBILITY). A contract will be awarded to the lowest and best timely bidder, who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. BID REQUIREMENTS. All sealed bid packets shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All sealed bid packets shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and, unless the instructions to Bidders otherwise state, the total cost of the various sections shall be considered a lump sum bid.

6. EXAMINATION OF BIDS FOR RESPONSIVENESS. After the bids are opened and read, the Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. An alteration, erasure, or interlineation may cause the bid to be determined non-responsive.

However, The Board reserves the right to accept, reject, and waive defects or irregularities on any bid.

7. DETERMINATION OF RESPONSIBILITY. Prior to awarding any contract pursuant to this Bid, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. PREQUALIFICATION. In addition to being timely, responsive, and, responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. BID BOND OR DEPOSIT. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of five percent (5 %) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of five percent (5 %) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort

Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void or the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided, that the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. SWORN EXPERIENCE QUESTIONNAIRE, PLAN AND EQUIPMENT QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old, in which case the bidder can, instead, submit a Certificate in Lieu of Financial Statement.

11. EXECUTION OF ADDITIONAL BID DOCUMENTS. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. BRAND NAME OR EQUAL-SPECIFIED MATERIALS OR EQUAL. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials, and, if the Director of The Board determines that they are equal in durability and sufficiency to those mentioned, and, of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of The Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board, prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE REQUIREMENTS.

(CONSTRUCTION)

It is the policy of The City of Fort Wayne, that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne), which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

MINORITY BUSINESS ENTERPRISE (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native.) The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

WOMEN BUSINESS ENTERPRISE (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is prepared is governed by the MBE/WBE Ordinance. The MBE/WBE Commitment Form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

14. MINORITY/FEMALE HOURLY EMPLOYMENT REQUIREMENTS.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state, on the enclosed form, the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth shall become contractually binding on the bidder.

The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow City officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

15. REQUIRED PREVAILING WAGE SCHEDULE PAYMENTS - PURSUANT TO INDIANA CODE 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

☐ 16. SITE ORIENTATION. A site orientation will be conducted on the _____ day of _____ 19____, commencing at ____ o'clock ____ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. PRE-BID CONFERENCE. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the bid documents and proposed contract, and to answer any questions. This conference will held on _____ 19____ at _____ M. at _____ or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. PERFORMANCE BOND. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work of specification."

19. ADDITIONAL BONDS. If a bidder is awarded a contract, he will also be required to execute with surety, satisfactory to The Board:

- ☐ A. Payment Bond. In the amount of payment to be made under the Contract.
- ☒ B. Guaranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance; in lieu of a separate bond, the contractor may elect to provide a combination performance and guaranty bond on the form prescribed by the Board.

20. COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT. The contract for the work specified herein, although executed on behalf of the City by the Mayor and The Board, shall not be binding upon the City; unless, and, until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And, if the Common Council fails to approve the Contract within ninety (90) days after the date of bid opening, then the Contractor shall not be bound to the Contract unless he/she/it elects to be so bound.

21. METHOD OF CONTRACT AWARD. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows:

SPECIAL NOTES FOR CURB, DRIVE AND SIDEWALK

In the event that the specifications hereunder contradict the above standards, it shall be understood that the specifications hereunder shall supersede the aforementioned standards.

EXAMINATION OF WORK

The contractor is expected to examine the site of the proposed work with or without the engineer to determine his proposal or proposals.

SALVAGED MATERIALS

Castings, lighting fixtures and other salvageable materials are to remain the property of the City of Fort Wayne. The Contractor is to remove the salvageable items and place them carefully in the parkstrip for the City to pickup. The cost of removal of the above-mentioned materials will not be paid for separately but will be included in the unit prices of all the various pay items specified in the Contract.

EXCAVATION - COMMON

Excavation will not be paid for separately but will be included in the cost of the pay item for pavement removal, curb removal, and sidewalk removal.

CONCRETE REMOVAL

This item will consist of the removal of existing alley approaches, driveways, lightbase, sidewalk, wingwalk, and yardwalk as directed by the Project Engineer. Existing lightbase to be removed will be broken down to a minimum depth of one (1) foot below top of sidewalk.

CURB REMOVAL

This item will consist of the complete removal of existing curb, as indicated on plans. Existing pavement must be left with a saw cut to provide a straight surface for asphalt placement. Any debris and rubble must also be removed as directed by Project Engineer.

SIDEWALK

This item will consist of replacement of existing sidewalk as shown on the Plans. Existing sidewalk shall be removed to the nearest joint, or as directed by the Project Engineer. One-half

SIDEWALK - continued

(1/2) inch joint material shall be installed between all existing and new sidewalk. Joint material and fill material required to raise the walk to its proper elevation will not be paid for separately but will be included in the unit price for "Sidewalk, 4" ".

WINGWALK (includes ramps)

This item will consist of replacement of existing sidewalk as shown on the plans. Existing sidewalk shall be removed to the nearest joint, or as directed by the Project Engineer. One-half (1/2) inch joint material shall be installed between all existing and new sidewalk. Joint material and fill material required to raise the walk to its proper elevation will not be paid for separately but will be included in the unit price for "Wingwalk". Paraplegic ramps will not be paid for separately, but will be paid under the item "Wingwalk". Excavation for wingwalk will not be paid separately but will be paid under the item wingwalk.

6" CONCRETE FOR PRIVATE DRIVES

This item will consist of the construction of 6" concrete drive approaches, as indicated on the plans. Sawing and fill material will not be paid for separately, but will be included in the unit price for "6" Concrete for Private Drives". Concrete drives should be removed to the nearest joint when possible; if not, they should be sawed as directed by the Project Engineer.

8" CONCRETE FOR ALLEYS AND COMMERCIAL DRIVE

This item will consist of the construction of 8" concrete approaches for alleys, as indicated on the plans. Existing pavement will be removed to property line or as directed by the Project Engineer. Sawing, and fill material will not be paid for separately but will be included in the unit price of "8" Concrete for Alleys".

ELECTRICAL CONDUIT

Two (2) inch electrical conduit shall be placed under new drive and alley approaches or new street intersection in conformance of the City's Street Lighting Department. Conduit shall also be placed under new curbface walk as indicated on the plans. Payment for conduit shall be absorbed in the cost of new drive and alley approaches and street payment.

STORM SEWER INSTALLATION

All sewer work shall be done in accordance with the 1980 Specifications and Standard Drawings. Special backfill (#73 stone),

STORM SEWER INSTALLATION - continued

removal of existing pipe and structures, will not be paid for separately but will be included in the unit price for "New C.B. Type I-C" or "New C.B. Type I-F". Any pipe required to connect new structure to existing system will be included in unit price, unless otherwise specified.

ABANDON CATCH BASIN OR INLET

In the case where location of proposed structure is not the same as location of existing structure, abandonment of existing structure will be paid separately.

9" CONCRETE

This item will consist of 9" concrete pavement for restoration of pavement at corner cutbacks and will be depressed 2" to accommodate asphaltic surface.

FINE GRADING, SEEDING, AND SODDING

This work shall consist of either or both plain and mulch seeding or placing approved sod. It includes furnishing and placing seed, fertilizer, agricultural limestone, inoculants, top soil, and mulch (if required), in a prepared seed bed or furnishing and placing sod at locations shown on the plans, or as otherwise designated, in accordance with these specifications. This will be applied in accordance with the Indiana Department of Highways, Standard Specifications dated 1985, Section 621. The type of seed mixture used shall be Seed Mixture "U", with mulch. If sodding is specified, it shall be Nursery Sod and should be placed as set out in Section 621, Indiana Department of Highways Standard Specifications.

1. Seed Mixture
 - 2 lbs./1000 sq. ft. Chewing Fescue
 - 2 lbs./1000 sq. ft. Kentucky Blue Grass
 - 2 lbs./1000 sq. ft. Perennial Rye
2. The entire area shall be covered with fertilizer of 4-16-16 analysis at the rate of five (5) pounds per 1000 sq. ft. in a mixture of seed and water.
3. The entire area shall be covered with mulch material with depth sufficient to assure germination.

Payment shall be made on a square yard basis to be measured by the Engineer.

FINE GRADING, SEEDING, AND SODDING - continued

Fine grading shall consist of preparation of the soil prior to seeding or sodding. Two (2) inches of backfill material suitable for seeding is required before seeding an area.

Sodding shall conform to the ISHC Standard Specifications 1978.

BACKFILL MATERIAL

This material shall consist of loose friable soil, free of refuse, stumps, large roots, rocks over one (1) inch in diameter, brush, weeds, or other material which would be detrimental to the proper development of grass seed or sod. The soil shall have a PH value of 6.2 to 7.4. The Contractor may add agricultural limestone to the soil in order to raise the PH to meet specification requirements.

SOD

Must meet the "Indiana Department of Highways Standard Specifications 1985, Sections 621 and 913.07". This item includes the grading and preparing the ground for sod, placing the sod and watering the sod as directed by the Project Engineer.

SAWING

Any sawing required will not be paid for separately but will be included in the price of the curb removal or concrete removal.

ASPHALT PATCHING

Asphalt patching along curbs and at corner cutbacks will be based on a width of 1 foot and a depth of 7 inches of #53 base and 1 inch surface. It shall be the contractor's responsibility to prepare these areas in a suitable manner to accept asphalt, including compaction of subgrade and application of liquid tack coat along existing pavement edge.

CURBFACE WALK

Curbface walk shall be installed in accordance with City of Fort Wayne Standard Specifications, as indicated on plans.

Existing walk shall be removed to the nearest joint and one-half (1/2) inch joint material will be installed between all existing and new walk. Joint material and fill material will not be paid for separately but will be included in the unit price for "Curbface Walk".

STEPS

Steps shall be paid for separately by each riser and shall be constructed in accordance with the City standards, unless otherwise specified.

RETAINING WALL

The prospective bidder is hereby advised that various types of retaining walls (concrete, brick, stone) exist along several property lines throughout the project. Inasmuch as these are adjacent to sidewalk that is proposed for replacement, the bidder is urged to inspect jobsite prior to submitting bid. Existing retaining walls are to be undisturbed and if damaged during removal of sidewalk, it shall be the contractor's responsibility to restore said walls in their original condition, or better. This item for replacing any walls damaged by construction of sidewalk will not be paid for separately, but will be included in the various bid items described on "Itemized Proposal".

CONCRETE BLOCK WALL

This item shall consist of closing in any existing openings in basement walls. This will include all labor and material, including mastic waterproofing. Block shall be 12" x 8" x 16".

NOTICE TO DEPARTMENTS

Forty-eight (48) hours prior to the start of initial construction the following departments shall be notified:

Street Engineering	427-1138
Traffic Engineering	427-1172
Technical Services Inspection	427-1144

TREE REMOVAL

Policies set by the Board of Public Works regarding the removal of trees and stumps along City streets for special purposes.

1. Sidewalks raised by tree roots. The Park Board shall remove the offending roots provided they are part of a tree or stump over which this department has jurisdiction, and provided all concrete has been removed and the roots are completely accessible to the stump cutting machine. The property owner shall assume the responsibility of filling and seeding any holes left by stumps and to dispose of the wood chips in this instance.
2. Removal of trees or stumps for driveways, parking lots, or other construction. The Park Board shall reserve the right to approve or disapprove requests of trees and stumps for driveways, parking lots, or other construction provided the tree or stump is under the jurisdiction of this department. Since it is desired not to interrupt the scheduled work of this department, the property owner or contractor shall remove such trees or stumps at his own expense, but under the supervision of this department.
3. Trimming or removal of trees to facilitate the moving of structures along City streets. In the event that a structure is to be moved along a City street, the property owner or contractor shall submit the moving route to this department for approval. The Park Board shall approve or disapprove the suggested route, basing its judgment on the preservation of existing trees. Any approved trimming or removal of trees that are under the jurisdiction of the Park Board shall be completed by a private contractor, but under the supervision of the Park Board and at the owner's or moving contractor's expense.
4. Guidelines for cutting tree roots for the installation of new sidewalks and curbs. The Park Department recommends that a stumping machine be used to cut all tree roots when installing all walks and curbs around City owned trees. This is the only type machine that makes a clean cut on the roots, which is essential for the future health of the tree. Other type machines tear out the roots, causing jagged edges and split roots that adds to the future decay and disease of the tree. Using the stumping machine, you get better control obtaining the proper clearance needed for sidewalks and curbs doing minimal tree damage.

TREE REMOVAL - continued

It is recommended that tree roots be cleared a minimum of six inches from the edge of the concrete as well as below the concrete.

MATERIAL

ASPHALT CEMENT

Viscosity graded asphalt cement shall be used. It shall conform to the AASHTO Specifications M226-73.

MINERAL AGGREGATE

1. Base Course:

The mineral aggregate for the base course mixture shall be crushed stone, crushed or uncrushed gravel, sand, stone, mineral dust or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 40.

Mineral filler shall meet requirements of ASTM Designation D242.

2. Surface Course:

The mineral aggregate for the surface course mixture shall be crushed stone, crushed gravel, sharp-edged natural sand, or a combination of two or more of these materials. The combined aggregate after going through the dryer shall have a sand equivalent value of not less than 50. Aggregates that have a history of polishing shall not be used. Coarse aggregate (material retrained on the U.S. Standard No. 8 sieve) shall have a percent wear by the Los Angeles abrasion machine that of not more than 40.

Fine aggregate (material passing the U.S. Standard No. 8 sieve) shall have a maximum loss of 12% at 5 cycles in a sodium sulfate solution by the Soundness of Aggregate test or shall have been proved sound through satisfactory service.

50% by weight of the combined coarse aggregate, other than naturally occurring rough-textured aggregate approved by the engineer, shall consist of crushed pieces having one or more faces produced by fracture.

Mineral filler shall meet the requirements of "Mineral Filler for Bituminous Paving Mixtures", ASTM Designation D242.

It is required that the above mineral aggregate meet the above specifications. Certification of the material by the vendor or the purchaser will be required. Also, copies of

PROPOSAL

CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AND SAFETY

The contractor agrees to furnish at his/her/its own cost, all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RESOLUTION NO. 6097-87 - WESTMOOR EXTENDED

All work will be performed in accordance with:
The bidding documents and the applicable plans, specifications, and drawings. The contractor agrees to perform the work for those unit prices as set forth in the bid attached hereto.

☒ LIQUIDATED DAMAGES PROVISION. (THIS CLAUSE SHALL BE APPLICABLE TO THIS CONTRACT ONLY IF THE BOX CONTAINS A CHECKMARK OR AN "X.") It is hereby agreed by and between the City of Fort Wayne and Contractor, that time is of the essence of this agreement, and, the contractor agrees that it will complete the project as herein defined on or before 9/15/87 days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne; and, therefore, provide for liquidated damages in the sum of \$ 250.00 per day for each and every day after 9/15/87 days after issuance of the Notice to Proceed, that the project remains incomplete. The parties agree that the sum of \$ 250.00 per day is a reasonable estimate as to the damages, which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include, but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America, or, of the State of Indiana, or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

SPECIAL CONDITIONS

IMPROVEMENT RESOLUTION NO. 6079-87

WESTMOOR EXTENDED

ORDER OF CONSTRUCTION

1. Remove street as shown on plan.
2. Reconstruct street in new location at radius.
3. Remove curb as shown on plan.
4. Construct new inlets and pipe as shown on plan.
5. Install sub-surface drainage and connect to structures.
6. Clean pavement of all loose patches and asphalt repairs.
7. Crack and seat procedures.

I. CRACKING OF PAVEMENT

1. Cracking to be done with a guillotine hammer. Hammer to have a one inch (1") square bar striking face. The hammer will have a drop weight of 10,000 lbs. minimum.

2. Cracking will be done 3' to 4' intervals and no closer than 2 1/2' to any existing transverse joint.

3. Cracking will not be done over drainage pipe or water mains.

4. Cracking operation should be complete before seating begins.

5. Existing joints are to be cleaned out.

6. Any loose material after cracking procedure is to be removed prior to seating.

II. SEATING

1. Seating will be done with a 50 ton proof roller.

2. Two full passes of the roller should be sufficient for seating.

III. TRAFFIC DURING CRACKING AND SEATING WILL BE MAINTAINED

8. Construct new curbs.

9. Backfill curbs.

10. Construct drive approaches.

11. Place all dirt backfill and top soil to grade yards and prepare for seeding.

12. Lay base, binder and surface asphalt.

13. Seed fertilize and mulch.

OTHER SPECIAL CONDITIONS:

The following Special Conditions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as they may be modified or amended by these Special Conditions or by the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works and Safety of the City of Fort Wayne, Indiana or an agent appointed by said Board.

These Special Conditions and Detailed Drawings are for the above project. The "Indiana Department of Highways Standard Specifications" dated 1985 shall govern where the above specifications or those listed hereafter do not cover a specific term.

SCHEDULE OF WORK

Schedule of Work sequence must be submitted at the time of pre-construction conference.

- a) Starting Date
- b) Intermediate of Work Events
- c) Completion

PROGRESS PAYMENTS

Pay estimate periods shall close on the 25th of each calendar month so that completed estimates can be computed and checked before the end of such calendar month. At the end of each such pay period and upon completion of the work under this Contract, the Contractor shall prepare and submit to the Owner, in type-written form, a detailed estimate of the work performed during the period. Such estimate shall, after approval, by the Engineer be used as the basis for periodical or final payment, as the case may be, by the Owner to the Contractor for work performed under this Contract.

Owner will retain ten percent (10%) of the amount of each periodical estimate until final completion and acceptance by the

Owner of all work included in this Contract.

Final payment of ten percent (10%) retained by the Owner on the monthly periodical estimates and on the final estimate will be made to the Contractor not later than thirty (30) days after final acceptance by the Owner of the work on this Contract.

MAINTENANCE OF TRAFFIC

Contractor will construct this project so that the property owner will receive only minimal disruption to the access to his home. The Contractor shall also provide access to all properties within the limits of the Contract for emergency vehicles at all times during construction.

The Contractor is to be charged with the upkeep of the roadway detours. The Contractor shall take any other needed or directed action by the Engineer to protect life, property, and the safety of the public in connection with the performance of the work covered by the project within these detours. The Contractor shall notify either the Engineer or the Traffic Engineer seventy-two (72) hours before his need for one of these detours.

The Contractor shall maintain all public, private and commercial approaches, intersections, etc., within the project area and provide all necessary barricades and warning signs which shall be required to maintain the highest degree of safety on the project. Public, private and commercial approaches shall be closed only during the time of their actual construction.

If, at any time, in the opinion of the Engineer, the work is not properly lighted, barricaded, and in all respects safe in respect to public travel, persons on or about the work, or public or private property, the Engineer shall have the right to order such safeguards to be erected and such precautions to be taken as he deems advisable, and the Contractor shall promptly comply with such orders. If, under such circumstances, the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the Contractor shall pay all expenses of such labor and materials, as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or his failure to take such action, shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this Section. Seventy-two hours prior to the reopening of any street within this project, the Contractor shall notify the Fort Wayne City Traffic Engineer and obtain approval for same.

SANITARY REGULATIONS

The Contractor shall provide adequate conveniences for the use of those employed on the work, and their use shall be strictly enforced. Such conveniences shall be properly secluded from public observation, and shall be constructed and maintained at such points and in such manner as may be approved by the Board of Health.

The Engineer shall have the right to inspect any building erected, maintained, or used by the Contractor, to determine whether or not the sanitary regulations have been complied with.

The Contractor shall rigorously prohibit the committing of nuisances upon the lands of the Owner, or others, about the work or upon adjacent property.

PROTECTION TO PROPERTY

Materials delivered shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the Engineer may direct, in such manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from any damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the Contractor to the satisfaction of the Engineer.

COOPERATION WITH PUBLIC UTILITIES

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The Contractor will be required to cooperate and coordinate his work with all utilities within the limits of this contract as directed by the Engineer.

The existing water mains, gas mains, electric underground ducts, telephone ducts and all other underground structures have been located and shown on the plans according to the best available information. The exact location and the protection of these facilities and structures, whether or not they are indicated on the plans, their support, maintenance, relocation and operation during construction (in cooperation with the Owner or the proper authorities of the utility involved) is the express responsibility of the Contractor in the performance of his contract and in the preparation of his bid. All work performed by the Contractor in connection with utilities shall be in strict accordance with the rules and regulations of the utility

COOPERATION WITH PUBLIC UTILITIES - continued

involved. The owner shall cause to be relocated at no cost to the Contractor, utilities which are either parallel with the sewer and with the excavation zone (O.D. + 30"), or in direct grade conflict except the inlet storm sewer connections.

Where the numerous aerial utilities exist throughout the project, the Contractor shall contemplate same and allow for the protection of such aerial facilities through the course of his work. Any damage to said aerial facilities shall be the sole responsibility of the Contractor.

If a major utility relocation is required because of this project, the schedule of relocation must be coordinated between the contractor and the utility companies and will depend on the availability of manpower and material by the utilities. The size of this project and involvement with utility companies, property owners, and public service departments will demand a high degree of coordination and cooperation on the part of the contractor with all parties. It shall be the contractor's responsibility to develop a construction schedule consistent with the capabilities of other participating contractors, utility companies and public service agencies to allow for the project to be completed in the shortest time with the least amount of public disruption.

It is strongly recommended, but not mandatory, that the contractor schedules a conference with all utilities within the limits of the contract prior to the start of construction to facilitate the coordination of utilities involved.

Should the overall project be delayed during construction for any reason, the contractor shall maintain disturbed roadways within the limits of this contract with crushed stone so as to provide a good driving surface.

The contractor shall at all times keep the work site clean and free of dust.

ASPHALT AGGREGATE MIXTURE

The engineer will approve a job-mix formula which will be submitted by the contractor for each mixture. The asphalt-aggregate base course mixture shall meet the following test criteria:

Stability (Marshall): 750 MIN.
Flow (Marshall Method): 8-16
Air Voids: 3-8 %
*Voids in Mineral Aggregate: _____ %

The asphalt-aggregate surface course mixture shall meet the following criteria:

Stability (Marshall): 750 MIN.
Flow (Marshall Method): 8-16
Air Voids: 3-5 %
*Voids in Mineral Aggregate: _____ %

The following tolerances for the job-mix formula will be allowed per single test:

<u>Passing Sieve</u>	<u>Percent</u>
No. 4 and larger	± 7
No. 8 through No. 100	± 4
No. 200	± 2
Asphalt	± 0.4

* Voids in Mineral Aggregate depends on the nominal maximum size of the aggregate.

<u>U.S.A. Standard Sieve Designation</u>	<u>Nominal Maximum Particle Size</u>		<u>Minimum V.M.A. Percent</u>
No. 16	0.0469 in.	1.18 mm.	23.5
No. 8	0.093 in.	2.36 mm.	21.
No. 4	0.187 in.	4.75 mm.	18.
3/8 in.	0.375 in.	9.5 mm.	16.
1/2 in.	0.500 in.	12.5 mm.	15.
3/4 in.	0.750 in.	19.0 mm.	14.
1 in.	1.000 in.	25.0 mm.	13.
1-1/2 in.	1.500 in.	37.5 mm.	12.
2 in.	2.000 in.	50.0 mm.	11.5
2-1/2 in.	2.500 in.	63.0 mm.	11.

SEE ATTACHMENT

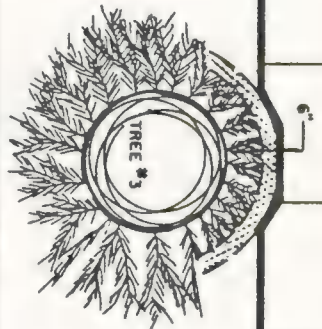
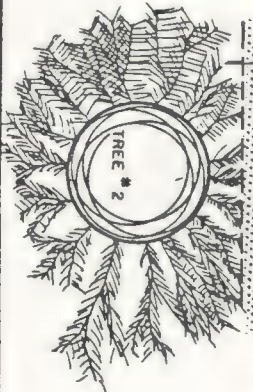
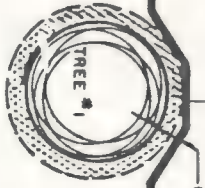
****NOTE****

ONLY THOSE SPECIAL CONDITIONS WHICH PERTAIN TO THE ESTIMATED QUANTITIES OR AS EXTENDED BY ADDENDUM OR CHANGE ORDER PER PROJECT ENGINEER WILL BE APPLICABLE.

MAINTAIN 6" CLEARANCE
BETWEEN EDGE OF WALK
AND BASE OF TRUNK

TRIM ROOTS BACK 6"
FROM EDGE OF WALK

LARGE ROOTS AND MAINTAIN
6" CLEARANCE FROM CUT
ENDS OF ROOTS



DETAIL #1

SIDEWALK PLACEMENT WHERE NO LARGE
ROOTS ARE ENCOUNTERED UNDER WALK

DETAIL #2

ROOT TRIMMING WHERE SMALL ROOT ARE
ENCOUNTERED UNDER WALK

DETAIL #3

ROOT TRIMMING WHERE MAJOR ROOTS ARE
ENCOUNTERED UNDER WALK

STREET

REMOVE AND REPLACE CURBING WITH
AS LITTLE DISTURBANCE TO TREE ROOTS AS POSSIBLE

NOTE:

CITY ARBORIST SHALL MAKE FIELD DETERMINATION OF ALL ROOT TRIMMING
AND TREE REMOVAL REQUIRED TO CONSTRUCT WALKS AND CURBS AFTER
EXISTING PAVINGS HAVE BEEN REMOVED NEAR EACH TREE IN QUESTION

DETAIL #4
CURB CONSTRUCTION NEAR TREES



SIDEWALK

GENERAL PROVISIONS*
BOARD OF PUBLIC WORKS AND SAFETY
(NON-FEDERALLY FUNDED)

1. TIME AND PROGRESS. Time is of the essence in the completion of this project. The contractor shall begin promptly after receipt of a written notice to proceed, and, in no case, later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress, and, time of completion are all essential elements.

2. PAYMENT. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. PROGRESS PAYMENTS AND RETAINAGE. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain ____% (ten percent (10%)), if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of the contract, the contractor will be paid in full. However, if the contract is in excess of \$100,000, the contract will be subject to the standard Board of Public Works & Safety escrow agreement.

4. INSPECTION. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and, any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with the contract.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of the contract.

***NOTE:**

Those clauses of the General Provisions with the following box ☐ beside it will be applicable to the contract only if the box has a checkmark or "X" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. WARRANTY. The contractor fully warrants his work for three years after written acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. TERMINATION FOR CONVENIENCE. The Board can terminate the contract for the convenience of The Board at any time by providing a written notice to the contractor. If the contract is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination, pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to the contract shall become the property of The Board of the City of Fort Wayne.

7. TERMINATION FOR DEFAULT. If the contractor shall fail to fulfill its obligations under the contract in a timely and proper manner, The Board shall have the right to terminate the contract for default, by written notice. If the contract is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. CHANGES. The Board may, at any time, by written order, make changes within the general scope of the contract. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under the contract, The Board shall make an equitable adjustment in the contract price, time of performance, other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to the contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of the contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. ASSIGNABILITY. The contractor shall not assign or transfer any interest in the contract, including by assignment or novation without the prior written consent of The Board.

10. SUB-CONTRACTING. None of the services covered by the contract shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors, who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. NEW QUALITY MATERIALS. All materials used by the contractor in the performance of the contract will, unless otherwise specified in writing, be new, of a merchantable quality, and, in no case less than the quality required by the specifications.
12. PERMITS AND LICENSES. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.
13. CONTRACTOR'S INSURANCE. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act, and, from any other claims for damages to persons not covered by that Act, because of bodily injury, including death, which may arise from, or during the performance of the work described in the contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses occurred by the contractor, any of its agents, employees and sub-contractors, in the performance of the contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.
14. CONTRACTOR'S PROTECTION OF WORK AND SAFETY. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from possible injury or damage arisen from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and, will use all due and proper precaution to prevent injury to any and all persons and property.
15. CONTRACTOR'S CLEAN-UP. During construction, and, after completion, the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.
16. DISPUTES. All disputes, which arise under the contract which cannot be resolved between the contractor, and, the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract, regardless of the decision.
17. PROMPT PAYMENT DISCOUNTS. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

18. ANTI-DISCRIMINATION UNDER INDIANA CODE 5-16-6-1. This contractor agrees as follows:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana, who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;
- c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under the contract, a penalty of five dollars (\$5.00) per person for each calendar day, during which such person is discriminated against or intimidated in violation of the provisions of the contract; and,
- d. That the contract may be cancelled or terminated by the City of Fort Wayne, and, all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

19. ANTI-DISCRIMINATION UNDER THE CODE OF THE CITY OF FORT WAYNE, SECTION 15-17. In the performance of work under the contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

- a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding the contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

1987 JUN -9 AM 8:05

MEMORANDUM

TO: Board of Works & Safety

FROM: Mel Salyer, Assistant Chief Street Engineer

SUBJECT: Resolution No. 6097-87 Westmoor Extended
W.O.#10,623 Funded: Bond Issue Phase I

DATE: June 8, 1987

Attached please find the Bid Analysis Sheet on the subject project. As you can see, Wayne Asphalt & Construction Co. submitted the lowest base bid in the amount of \$204,733.66 which is 16.40% UNDER the engineer's estimate. For Alternate I Wayne Asphalt & Construction Co. submitted the lowest bid in the amount of \$8,500.00 which is 15.00% over the engineer's estimate.

Street Engineering Dept. recommends contract should be awarded to Wayne Asphalt & Construction Co. for Base and Alternate I bid. We are attaching the successful bid packet by Wayne Asphalt.

Also attached are the other unsuccessful bid packets for your files. Please return a copy of the successful bid back to Street Engineering Dept. after awarding the contract for our files.




Mel Salyer
Assistant Chief Street Engineer

cc: Carl O'Neal
Jess Yoder
Compliance Office

Attachments

zk/



The block contains an official stamp from the Board of Public Works & Safety. The stamp is rectangular with the word "APPROVED" in large, bold, capital letters. To the right of "APPROVED" is a smaller box containing the text "Board of Public Works & Safety". Overlaid on the stamp are several handwritten signatures. One signature is clearly legible as "Garrison D. Connelley". Another signature appears to be "Casale R. [unclear]". There is also a large, stylized signature that spans across the top of the stamp.

BID TAB

DATE: 6-4-87

BIDDER:

BIDDER:

BIDDER:

PROJECT: HODON EXTENDED - BASE BID

RES. NO: 6097-87

PAVEMENT ASPHALT

BROOKS CONST. CO

REITH-RILEY CONST. CO.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT	UNIT COST	AMOUNT
1.	Concrete Removal	1340	S.Y.	5.00	7700.00	4.50	6030.00	4.50	6030.00	6.25	8375.00
2.	Curb Removal	3770	L.F.	5.00	18850.00	2.25	8482.50	2.60	9802.00	4.50	16955.00
3.	Common Excavation	380	C.Y.	10.00	3800.00	3.00	1140.00	12.29	4670.20	6.00	2280.00
4.	Crack & Seal	4800	S.Y.	2.37	11376.00	0.95	4560.00	1.72	8256.00	5.00	24000.00
5.	6" Sub-Surface Drainage	4391	L.F.	6.00	26346.00	6.30	27653.30	3.92	17212.72	4.00	17564.00
6.	Type 11-8 Curb	4344	L.F.	9.50	41268.00	10.00	43440.00	7.00	30408.00	9.50	41268.00
7.	6" Concrete Drive	700	S.Y.	22.00	15400.00	25.00	17500.00	21.06	14742.00	25.00	17500.00
8.	Borrow	3285	TON	5.00	16425.00	4.10	13460.30	4.00	13132.00	4.00	13132.00
9.	Top Soil	655	TON	12.00	7860.00	7.00	4585.00	18.00	11790.00	8.00	5240.00
10.	1" Fine Gravel, Seed, Fert. & Mulch	5000	S.Y.	1.00	5000.00	0.50	2500.00	0.50	2500.00	2.50	12500.00
11.	#53 Base HMC	1460	TON	28.00	40880.00	20.78	30338.80	22.45	32777.00	19.50	28470.00
12.	#11 Binder HMC	402	TON	28.00	11256.00	23.28	9358.56	26.50	10653.00	24.50	9849.00
13.	#6-2 Surface HMC	352	TON	30.00	10560.00	27.60	9715.20	28.20	9926.40	26.50	9328.00
14.	#53 Crushed Stone	700	TON	8.50	5950.00	8.50	5950.00	10.53	7371.00	12.00	8400.00
15.	Type I-C Inlets	13	EA	700.00	9100.00	530.00	6890.00	936.00	12168.00	550.00	7150.00
16.	2" PVC Conduit	170	L.F.	4.00	680.00	3.50	595.00	6.00	1020.00	3.00	510.00
17.	Adjust Casting	9	EA	150.00	1350.00	200.00	1800.00	200.00	1800.00	200.00	1800.00
18.	Water Valve Adjust	3	EA	75.00	225.00	100.00	300.00	125.00	375.00	75.00	225.00
19.	Class IV 12" Conc. Pipe	250	L.F.	25.00	6250.00	24.00	6000.00	20.00	5000.00	28.00	7000.00
20.	Remove Inlets	13	EA	150.00	1950.00	125.00	1625.00	250.00	3250.00	225.00	2925.00
21.	Type I-F Inlet	2	EA	700.00	1400.00	525.00	1050.00	1000.00	2000.00	600.00	1200.00
22.	Type I-C Manhole	1	EA	1275.00	1275.00	850.00	850.00	1500.00	1500.00	1200.00	1200.00
TOTAL:					\$244,891.00		\$204,733.66		\$207,067.72		\$238,131.00

1% over 0.00% over 0.00% over 0.00%
 1% under 16.40% under 15.44% under 2.76%

PROBATION EXTENDED - ALTERNATE 1

DEC NO. 1987-87

INAYNE ACQUAINT

1. **Introduction**

OFFICIAL COPY

[illegible]

TOTAL: \$7,225.00

TOTAL:

\$8,500.00 : TOTAL

\$9,150.00

TOTAL: \$5,960.00

1
: % over
: % under

15.00%: over
0.00%: under

	21.04%: over	0.00%: under
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99	1	0
100	1	0

0.00%
17.51%

under

0.007% under

0.007:7 under

17.517

BID TAB

DATE: 6-4-87

BIDDER:

BIDDER:

BIDDER:

PROJ: WESTMOOR EXTENDED

RES. NO: 6097-87

MAYNE ASPHALT

BROOKS CONST. CO.

REITH-RILEY CONST. CO.

TOTAL EST. BASE	\$244,891.00	TOTAL BASE	\$204,733.66	TOTAL BASE	\$207,067.72	TOTAL BASE	\$238,131.00
TOTAL EST. ALT.	\$7,225.00	TOTAL ALT.	\$8,500.00	TOTAL ALT.	\$9,150.00	TOTAL ALT.	\$5,960.00

TOTAL EST.:	\$252,116.00	TOTAL:	\$213,233.66	TOTAL:	\$216,217.72	TOTAL:	\$244,091.00
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% over	0.00%	% over	0.00%	% over	0.00%	% over	0.00%
% under	15.42%	% under	14.24%	% under	3.18%	% under	

IMPROVEMENT RESOLUTION

NO. 6097-87

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

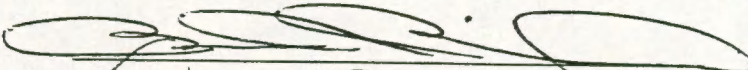
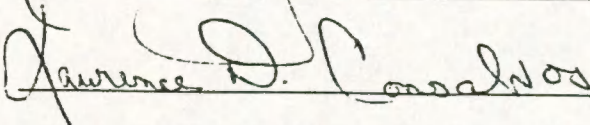
That it is deemed necessary to improve Crandon Lane from Glendale Drive to Melbourne Court, Melbourne Ct. from Crandon to Kenton Lane and Kenton Lane from Melbourne Ct. to Edenton Drive with new curbs, improved surface drainage and resurfacing (Westmoor Extended Addition)

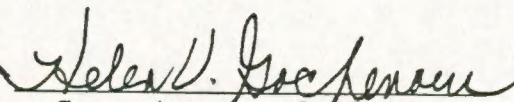
All in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 13th day of May, 19 87.

BOARD OF PUBLIC WORKS & SAFETY


Victor R. Lind

Lawrence D. Connelley

ATTEST: 
Secretary and Clerk

TITLE OF ORDINANCE Contract for Res. 6097-87 - Westmoor Extended, Bond IssueDEPARTMENT REQUESTING ORDINANCE Board of Public Works & SafetySYNOPSIS OF ORDINANCE The Contract for Res. 6097-87, Bond Issue I, Westmoor

Extended is for the following: Crandon Lane From Glendale Drive to
Melbourne Court, Melbourne Ct. from Crandon to Kenton Lane & Kenton
Lane from Melbourne Ct. to Edenton Drive with new curbs, improved
surface drainage and resurfacing (Westmoor Extended Addition).

Hipskind Concrete Corporation is the Contractor.

S-87-06-41

EFFECT OF PASSAGE Improved curbs, drainage & resurfacing in Westmoor Addn.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$100,100.00

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-06-41

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract
for Res. 6097-87 - Westmoor Extended, Bond Issue I, between
the Hipskind Concrete Corporation and the City of Fort Wayne,
Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE), (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico SAMUEL J. TALARICO
CHAIRMAN

Janet G. Bradbury JANET G. BRADBURY
VICE CHAIRPERSON

PAUL M. BURNS

JAMES S. STIER

Charles B. Redd CHARLES B. REDD

CONCURRED IN 7-14-87

SANDRA E. KENNEDY
CITY CLERK